UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ALL JAY, LTD. d/b/a
SQUEAKY CLEAN CAR WASH

and Cases 28-CA-084233
28-CA-088179

JOSE MARTINEZ

COMITE DE TRABAJADORES
SQUEAKY CLEAN

DECISION AND ORDER

Statement of the Cases

On December 21, 2012, All Jay, Ltd. d/b/a Squeaky Clean Car Wash (the Respondent), Jose Martinez (the Charging Party), Comite de Trabajadores Squeaky Clean (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

The Respondent is a California corporation with offices and places of business in Santa Fe, New Mexico. It operates facilities located at 1900 Cerrillos Road and 3931 Cerrillos Road in Santa Fe, New Mexico (the Respondent's facilities), where it is engaged in the business of operating a full service car wash.

In conducting its operations at the Respondent's facilities during the 12-month period ending June 28, 2012, the Respondent derived gross revenues in excess of $500,000 and purchased and received goods valued in excess of $5,000 directly from points outside the State of New Mexico.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the National Labor Relations Act (the Act).

2. The labor organization involved

The Union, Comite de Trabajadores Squeaky Clean, is a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

The following employees of the Respondent, the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular car wash workers employed by Respondent at its car wash facilities at 1900 Cerrillos Road and 3931 Cerrillos Road in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

Since about April 18, 2012, a majority of the employees in the unit designated and selected the Union as their representative for the purposes of collective bargaining with the Respondent.

At all times since about April 18, 2012, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

About April 18, 2012, the Union, in writing, requested that the Respondent recognize it as the exclusive collective-bargaining representative of the unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation and the entire record and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent All Jay, Ltd. d/b/a Squeaky Clean Car Wash, Santa Fe, New Mexico, its officers, agents, agents, successors, and assigns, shall

1. Cease and desist from

(a) Promulgating overly-broad and discriminatory rules prohibiting employees from complaining about their terms and conditions of employment.

(b) Threatening employees with unspecified reprisals because they engaged in Union and other protected concerted activities.

(c) Calling the police on employees because they are engaged in Union and other protected concerted activities.

(d) Reducing the work hours of its employees because they engaged in Union and other protected concerted activities.

(e) Discharging its employees because they engaged in concerted activities, including, but not limited to, making concerted complaints to the Respondent, to the New Mexico Department of Workforce Solutions, or to other third parties.

(f) Discharging its employees because of their membership in, support for, or activities on behalf of, the Union, or any other labor organization.

(g) Failing and refusing to recognize and bargain in good faith with the Union as the exclusive collective-bargaining representative of employees in the following unit (the unit):

> All full-time and regular car wash workers employed by the Respondent at its car wash facilities at 1900 Cerrillos Rd. and 3931 Cerrillos Rd. in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

(h) Bypassing the Union and dealing directly with its employees in the unit by making them settlement offers to resolve claims the Union filed against the Respondent with the New Mexico Department of Workforce Solutions.

(i) Unilaterally, without first providing the Union with notice and the opportunity to bargain, implementing a policy classifying employees as day laborers and requiring them to sign the policy as a condition of their employment.

(j) In any other like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days of the Board's Order, offer, in writing, Elio Figueroa (E. Figueroa), Melvin Figueroa (M. Figueroa), Jose Martinez (Martinez), Luis Munoz (Munoz), Jorge Porras (Porras), and Yarco Martin Vidal (Vidal) full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions of employment, without prejudice to their seniority or any other rights and privileges previously enjoyed.

(b) Within 14 days of the Board's Order, remove from the Respondent's files any reference to the discharge of E. Figueroa, M. Figueroa, Martinez, Munoz, Porras, and Vidal and within 3 days thereafter, notify those employees, in writing, that this was done and that the discharges will not be used against them in any way.

(c) Make whole the following employees for any loss of pay they may have suffered by reason of the discrimination against them by payment to them of the amounts set forth opposite their respective names, subject to standard deductions for withholdings:

E. Figueroa	$500	By December 31, 2012
	$500	By January 31, 2013
	$500	By February 28, 2013
	$500	By March 31, 2013
M. Figueroa	$500	By December 31, 2012
	$500	By January 31, 2013
	$500	By February 28, 2013
	$500	By March 31, 2013
Martinez	$500	By December 31, 2012
	$500	By January 31, 2013
	$500	By February 28, 2013
	$500	By March 31, 2013
Munoz	$500	By December 31, 2012
	$500	By January 31, 2013
	$500	By February 28, 2013
	$500	By March 31, 2013
Porras	$500	By December 31, 2012
	$500	By January 31, 2013
	$500	By February 28, 2013

	$500	By March 31, 2013
Vidal	$500	By December 31, 2012
	$500	By January 31, 2013
	$500	By February 28, 2013
	$500	By March 31, 2013

(d) Make whole the above-named employees for any additional loss of pay caused by the Respondent's failure, if any, to reinstate them in accordance with the provisions of the Board's Order, within 14 days from the date of that Order, by payment to them of the respective amounts that they would have earned if properly reinstated, from the day after the date of the Board's Order to the date of a proper offer of reinstatement, less their net earnings during such period, said amounts to be computed on a quarterly basis.

(e) On request, bargain collectively with Comite de Trabajadores Squeaky Clean as the exclusive representative of the following employees with respect to rates of pay, wages, hours of employment and other conditions of employment, and, if an understanding is reached, reduce it to writing and sign it:

> All full-time and regular car wash workers employed by the Respondent at its car wash facilities at 1900 Cerrillos Rd. and 3931 Cerrillos Rd. in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

(f) On request of the Union, rescind the policies that were implemented on about June 29, 2012, classifying employees as day laborers and requiring them to sign these policies as a condition of employment, and restore the previously existing conditions of employment that existed prior to the implementation of these changes.

(g) Before implementing any changes in wages, hours, or other terms and conditions of employment, notify and, on request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of unit employees.

(h) Within 14 days of service by the Region, post at the Respondent's facilities in Santa Fe, New Mexico, copies of the attached notice marked "Appendix," in both English and Spanish. Copies of the notice, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the

Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 2012.

(i) The Notice(s) will be read aloud by a responsible agent of the Respondent, by or in the presence of Jay Ritter (Ritter), and Franky Mojarro (Mojarro), and in the presence of an agent of the Board, or, at the Respondent's option, by an agent of the Board in the presence of Ritter and Mojarro, to all employees employed by the Respondent at the Respondent's facilities, including at multiple meetings and in Spanish and other languages, if necessary as determined by the Regional Director, to ensure that it is read aloud to all employees, within 14 days from the commencement of the standard posting period.

(j) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.

(k) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. February 4, 2013

_____
Mark Gaston Pearce, Chairman

_____
Robert F. Griffin, Jr., Member

_____
Sharon Block, Member

(SEAL) **NATIONAL LABOR RELATIONS BOARD**

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join or assist a union;
Choose representatives to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights. More particularly:

YOU HAVE THE RIGHT to join with your fellow employees in concerted activities. These activities include complaining to one another and discussing with each other unsafe working conditions and your wages, raising complaints about your wages to us, the New Mexico Department of Workforce Solutions (NMDWS), and to other third parties. **WE WILL NOT** do anything to interfere with your exercise of those rights.

WE WILL NOT promulgate and maintain an overly broad rule prohibiting you from complaining about the terms and conditions of your employment.

WE WILL NOT threaten you with unspecified forms of retaliation because you engage in Union or concerted activities with other employees.

WE WILL NOT threaten you by calling the police because you engage in Union or concerted activities with other employees.

WE WILL NOT reduce your work hours or discharge you because you engage in concerted activities, including your making work-related complaints to us, to NMDWS, or to other third parties.

WE WILL NOT discharge you or in any other manner discriminate in regard to your employment or any other term or condition of employment to discourage your Union membership or support of the Union or any other labor organization.

WE WILL NOT fail or refuse to bargain in good faith with the Comite de Trabajadores Squeaky Clean (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit (the unit):

> All full-time and regular car wash workers employed by Respondent at its car wash facilities at 1900 Cerrillos Road and 3931 Cerrillos Road in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

WE WILL NOT bypass the Union and deal directly and individually with you by offering you money to settle wage and hour complaints you have filed against us with the New Mexico Department of Workforce Solutions.

WE WILL NOT unilaterally, without notice and an opportunity to bargain with the Union, make and implement changes to your terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize the Union as the exclusive collective-bargaining representative of the unit, and **WE WILL** bargain in good faith with the Union with respect to rates of pay, wages, hours of work, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

WE WILL, upon request of the Union, rescind the wage and hour policies we unilaterally implemented on June 29, 2012 that classify you as day laborers and the requirement that you sign these policies as a condition of employment, and **WE WILL** restore the previously existing conditions of your employment that existed prior to June 29, 2012.

WE WILL notify and give the Union an opportunity to bargain before making any changes to your terms and conditions of employment.

WE WILL offer reinstatement to Elio Figueroa, Melvin Figueroa, Jose Martinez, Luis Munoz, Jorge Porras, and Yarco Martin Vidal to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges they previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of our discrimination against them, with interest.

WE WILL expunge and physically remove from our files any reference to our unlawful discharges of Elio Figueroa, Melvin Figueroa, Jose Martinez, Luis Munoz, Jorge Porras, and Yarco Martin Vidal that we imposed on them on July 2, 2012, and **WE WILL** notify them in writing that this has been done and that the expunged material will not be used as a basis for any future personnel action against them or made reference to in any

response to any inquiry from any employer, prospective employer, employment agency, unemployment insurance office, or reference-seeker.

ALL JAY LTD. d/b/a SQUEAKY CLEAN CAR WASH

(Employer)